Company Tracking Number: AUF-CW-003-08

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Project Name/Number: Amdmt of Co Forms due to ISO 2006 Multistate chg rev./AUF-CW-003-08

# Filing at a Glance

Companies: Employers Insurance Company of Wausau, Wausau Business Insurance Company, Wausau Underwriters

Insurance Company

Product Name: Commercial Automobile SERFF Tr Num: WAUS-125482075 State: Arkansas

TOI: 20.0 Commercial Auto SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 20.0001 Business Auto Co Tr Num: AUF-CW-003-08 State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Author: Jill Schroeder Disposition Date: 02/25/2008

Date Submitted: 02/12/2008 Disposition Status: Approved

03/01/2008

State Filing Description:

#### **General Information**

Project Name: Amdmt of Co Forms due to ISO 2006 Multistate chg rev. Status of Filing in Domicile: Project Number: AUF-CW-003-08

Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 02/25/2008

State Status Changed: 02/22/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

PROJECT # AUF-CW-003-08

EMPLOYERS INSURANCE COMPANY OF WAUSAU -11121458

WAUSAU UNDERWRITERS INSURANCE COMPANY - 11126042

WAUSAU BUSINESS INSURANCE COMPANY - 11126069

Company Tracking Number: AUF-CW-003-08

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Project Name/Number: Amdmt of Co Forms due to ISO 2006 Multistate chg rev./AUF-CW-003-08

COMMERCIAL AUTOMOBILE

#### AMENDMENT OF COMPANY ENDORSEMENTS

REQUESTED EFFECTIVE DATE: March 1, 2008

The captioned companies submit this filing for new, revised, and discontinued company endorsements. These forms were revised in conjunction with the ISO 2006 Multistate Change revision CA-2005-OFR01.

Forms may include XXXX designation to indicate where the system will insert fill-ins. Other forms that are not programmed will have only a blank space for fill-ins.

All applicable ISO state amendatory endorsements apply.

See applicable endorsements and inventory.

Pricing remains unchanged.

Please approve / acknowledge this filing.

Jill Schroeder State Filings Analyst 1-877-792-8728, Ext. 8922

Fax: 1-715-842-6828

Jill.schroeder@wausau.com

# **Company and Contact**

#### **Filing Contact Information**

Jill Schroeder, State Filing Analyst P O Box 8017

jill.schroeder@wausau.com (877) 792-8728 [Phone]

Company Tracking Number: AUF-CW-003-08

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Amdmt of Co Forms due to ISO 2006 Multistate chg rev./AUF-CW-003-08 Project Name/Number:

Wausau, WI 54402-8017 (715) 842-6828[FAX]

**Filing Company Information** 

**Employers Insurance Company of Wausau** CoCode: 21458 State of Domicile: Wisconsin

P O Box 8017 Group Code: 111 Company Type:

Wausau, WI 54402-8017 Group Name: State ID Number:

(877) 792-8728 ext. [Phone] FEIN Number: 39-0264050

-----

Wausau Business Insurance Company CoCode: 26069 State of Domicile: Wisconsin

P O Box 8017 Group Code: 111 Company Type: Wausau, WI 54402-8017 Group Name: State ID Number:

(877) 792-8728 ext. [Phone] FEIN Number: 36-3522250

State of Domicile: Wisconsin Wausau Underwriters Insurance Company CoCode: 26042

P O Box 8017 Group Code: 111 Company Type:

Wausau, WI 54402-8017 Group Name: State ID Number: (877) 792-8728 ext. [Phone] FEIN Number: 39-1341459

Company Tracking Number: AUF-CW-003-08

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Project Name/Number: Amdmt of Co Forms due to ISO 2006 Multistate chg rev./AUF-CW-003-08

# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50 form filing

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #
Employers Insurance Company of Wausau \$50.00 02/12/2008 17930706

Wausau Business Insurance Company \$0.00 02/12/2008 Wausau Underwriters Insurance Company \$0.00 02/12/2008

Company Tracking Number: AUF-CW-003-08

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Project Name/Number: Amdmt of Co Forms due to ISO 2006 Multistate chg rev./AUF-CW-003-08

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/25/2008	02/25/2008

Company Tracking Number: AUF-CW-003-08

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Project Name/Number: Amdmt of Co Forms due to ISO 2006 Multistate chg rev./AUF-CW-003-08

# **Disposition**

Disposition Date: 02/25/2008

Effective Date (New): 03/01/2008 Effective Date (Renewal): 03/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

**Overall Rate Information for Multiple Company Filings** 

Overall Percentage Rate Indicated For This Filing 0.000%

Overall Percentage Rate Impact For This Filing 0.000%

Effect of Rate Filing-Written Premium Change For This Program \$0

Effect of Rate Filing - Number of Policyholders Affected 0

Company Tracking Number: AUF-CW-003-08

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Project Name/Number: Amdmt of Co Forms due to ISO 2006 Multistate chg rev./AUF-CW-003-08

Supporting Document Uniform Transmittal Document-Property & Approved Casualty  Supporting Document Cov Itr, inventory Approved Yes  Form BUSINESS AUTO DECLARATIONS Approved Yes  Form GARAGE DECLARATIONS Approved Yes  Form Wausau EXPRESS Garage Enhancement Endorsement  Form Our Right to Recover-Waiver Endorsement  Form Trailer Interchange Coverage Endorsement  Form Wausau EXPRESS Auto Enhancement Approved Yes  Endorsement  Form Form Form Form Form Coverment Business	Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Documentcov ltr, inventoryApprovedYesFormBUSINESS AUTO DECLARATIONSApprovedYesFormGARAGE DECLARATIONSApprovedYesFormWausau EXPRESS Garage Enhancement EndorsementApprovedYesFormOur Right to Recover-Waiver EndorsementApprovedYesFormTrailer Interchange Coverage EndorsementApprovedYesFormWausau EXPRESS Auto Enhancement EndorsementApprovedYesFormFederal Employees Using Autos InApprovedYes	Supporting Document	Uniform Transmittal Document-Property	&Approved	Yes
Form BUSINESS AUTO DECLARATIONS Approved Yes  Form GARAGE DECLARATIONS Approved Yes  Form Wausau EXPRESS Garage Approved Yes  Enhancement Endorsement  Form Our Right to Recover-Waiver Approved Yes  Endorsement  Form Trailer Interchange Coverage Approved Yes  Endorsement  Form Wausau EXPRESS Auto Enhancement Approved Yes  Endorsement  Form Federal Employees Using Autos In Approved Yes		Casualty		
Form GARAGE DECLARATIONS Approved Yes  Form Wausau EXPRESS Garage Approved Yes Enhancement Endorsement  Form Our Right to Recover-Waiver Approved Yes Endorsement  Form Trailer Interchange Coverage Approved Yes Endorsement  Form Wausau EXPRESS Auto Enhancement Approved Yes Endorsement  Form Federal Employees Using Autos In Approved Yes	Supporting Document	cov ltr, inventory	Approved	Yes
Form Wausau EXPRESS Garage Approved Yes  Enhancement Endorsement  Form Our Right to Recover-Waiver Approved Yes  Endorsement  Form Trailer Interchange Coverage Approved Yes  Endorsement  Form Wausau EXPRESS Auto Enhancement Approved Yes  Endorsement  Form Federal Employees Using Autos In Approved Yes	Form	BUSINESS AUTO DECLARATIONS	Approved	Yes
Form  Enhancement Endorsement  Our Right to Recover-Waiver Approved Yes Endorsement  Form  Trailer Interchange Coverage Approved Yes Endorsement  Form  Wausau EXPRESS Auto Enhancement Approved Yes Endorsement  Form  Federal Employees Using Autos In Approved Yes	Form	GARAGE DECLARATIONS	Approved	Yes
Form Our Right to Recover-Waiver Approved Yes Endorsement  Form Trailer Interchange Coverage Approved Yes Endorsement  Wausau EXPRESS Auto Enhancement Approved Yes Endorsement Form Form Federal Employees Using Autos In Approved Yes	Form	Wausau EXPRESS Garage	Approved	Yes
Form Endorsement Trailer Interchange Coverage Approved Yes Endorsement  Wausau EXPRESS Auto Enhancement Approved Yes Endorsement Form Federal Employees Using Autos In Approved Yes		Enhancement Endorsement		
Form Trailer Interchange Coverage Endorsement  Wausau EXPRESS Auto Enhancement Approved Endorsement Form Form Federal Employees Using Autos In Approved Yes Yes	Form	Our Right to Recover-Waiver	Approved	Yes
Form  Endorsement  Wausau EXPRESS Auto Enhancement Approved Yes  Endorsement  Form  Federal Employees Using Autos In Approved Yes		Endorsement		
Form Wausau EXPRESS Auto Enhancement Approved Yes Endorsement Form Federal Employees Using Autos In Approved Yes	Form	•	Approved	Yes
Endorsement  Form  Federal Employees Using Autos In Approved Yes		Endorsement		
Form Federal Employees Using Autos In Approved Yes	Form		Approved	Yes
Tom.		Endorsement		
Covernment Rusiness	Form	. ,	Approved	Yes
Government business		Government Business		
Form Garage Coverage Form-Auto Dealers' Approved Yes	Form	· ·	Approved	Yes
Supplementary Schedule		Supplementary Schedule		
Form Auto Non-Dealers Supplementary Approved Yes	Form	• • • • • • • • • • • • • • • • • • • •	Approved	Yes
Schedule		Schedule		
Form Additional Insured-Lessor Endorsement Approved Yes	Form	Additional Insured-Lessor Endorsement	Approved	Yes
Form Silica Exclusion Approved Yes	Form	Silica Exclusion	Approved	Yes
Form Employee as Lessor Endorsement Approved Yes	Form	Employee as Lessor Endorsement	Approved	Yes

Company Tracking Number: AUF-CW-003-08

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Project Name/Number: Amdmt of Co Forms due to ISO 2006 Multistate chg rev./AUF-CW-003-08

# **Form Schedule**

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	BUSINESS AUTO	CA DS 03 03 08	03 08	Declaration Replaced s/Schedule	Replaced Form #	±:0.00	CA DS 03 03 08 Dec pg
	DECLARATIONS	3			Previous Filing #	:	Bus Auto.pdf
Approved	GARAGE	CA DS 09	03 08	Declaration Replaced	Replaced Form #	<sup>£</sup> :0.00	CA DS 09 03
	DECLARATIONS	80 80 80		s/Schedule			08 Dec pg-
					Previous Filing #	•	Garage.pdf
Approved	Wausau EXPRESS	WA2533	03-08	Endorseme Replaced nt/Amendm	Replaced Form #	<sup>‡</sup> :0.00	WA2533.pdf
	Garage			ent/Conditi	Previous Filing #	:	
	Enhancement Endorsement			ons			
Approved	Our Right to	WA8405	03-08	Endorseme Replaced	Replaced Form #	±:0.00	WA8405.pdf
	Recover-Waiver			nt/Amendm	D		
	Endorsement			ent/Conditi ons	Previous Filing #		
Approved	Trailer Interchange	WA8427	03-08	Endorseme Replaced nt/Amendm	Replaced Form #	±:0.00	WA8427.pdf
	Coverage Endorsement			ent/Conditi ons	Previous Filing #	:	
Approved	Wausau EXPRESS Auto	WA8510	03-08	Endorseme Replaced nt/Amendm	Replaced Form #	±:0.00	WA8510.pdf
	Enhancement			ent/Conditi	Previous Filing #	:	
	Endorsement			ons	-		
Approved	Federal	WA8515	03-08	Endorseme New		0.00	WA8515.pdf
	Employees Using	9		nt/Amendm			
	Autos In			ent/Conditi			
	Government			ons			
	Business						

#### **BUSINESS AUTO DECLARATIONS**

#### POLICY NUMBER XXXXXXXXXXXXXXXXXX

#### ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT THE MOST WE WILL PAY FOR ANY ONE "ACCIDENT" OR "LOSS"	PREMIUM
Liability (LIAB)	xxxxxxxxxxxxx	xxxxxxxxx	XXXXXXXXX
Compulsory Bodily Injury (MA only)	xxxxxxxxxxxx	\$20,000 Each Person \$40,000 Each Accident	xxxxxxxxx
Optional Bodily Injury (MA only)	xxxxxxxxxxxx	XXXXXXXXXX Each Person XXXXXXXXXXX Each Accident	xxxxxxxxx
Property Damage (Compulsory Limit \$5,000) (MA only)	xxxxxxxxxxxx	xxxxxxxxxx Each Accident	xxxxxxxxx
Personal Injury Protection (PIP) (or equivalent added No-Fault Coverage)	xxxxxxxxxxxx	Separately Stated in each PIP Endorsement.	XXXXXXXXX
Added Personal Injury Protection (PIP) (or equivalent added No-Fault Coverage)	xxxxxxxxxxxx	Separately Stated in each ADDED PIP Endorsement.	xxxxxxxxx
Extraordinary Medical Benefits Coverage (EMB) (PA only)	xxxxxxxxxxxx	Separately Stated in the EMB Endorsement.	xxxxxxxxx
Optional Basic Economic Loss Coverage (OBEL) (NY only)	xxxxxxxxxxxx	Separately Stated in the OBEL Schedule.	xxxxxxxxx
Property Protection Insurance (PPI) (MI only)	xxxxxxxxxxxx	Separately Stated in the PPI Endorsement.	xxxxxxxxx
Medical Expense and Income Loss Benefits (ME/ILB) (VA only)	xxxxxxxxxxxx	Separately Stated in the ME/ILB Endorsement.	xxxxxxxxx
Auto Medical Payments (MED)	xxxxxxxxxxxxx	xxxxxxxxx	XXXXXXXXX
Uninsured Motorists (UM)	xxxxxxxxxxxx	See UM/UIM Schedule.	XXXXXXXXX
Underinsured Motorists (UIM) (When not included in Uninsured Motorists Coverage)	xxxxxxxxxxxxx	See UM/UIM Schedule.	xxxxxxxxx

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# POLICY NUMBER XXXXXXXXXXXXXXXXX

# ITEM TWO (Continued)

COVERAGES	COVERED AUTOS	LIMIT THE MOST WE WILL PAY FOR ANY ONE "ACCIDENT" OR "LOSS"	PREMIUM
Supplementary Uninsured/ Underinsured Motorists (SUM) (NY only)	xxxxxxxxxxxx	See State Schedule of Limits for SUM Insurance	xxxxxxxxx
Uninsured Motorists (Compulsory Limits \$20,000/\$40,000) (MA only)	xxxxxxxxxxxx	See UM/UIM Schedule.	xxxxxxxx
Physical Damage Comprehensive Coverage (COMP)	xxxxxxxxxxxx	Actual Cash Value or Cost of Repair, whichever is less, minus XXXXXXXXXX deductible for each covered "auto", but no deductible applies to "loss" caused by fire or lightning. See ITEM FOUR For Hired or Borrowed "Autos."	XXXXXXXXX
Physical Damage Specified Causes Of Loss Coverage (SCL)	xxxxxxxxxxxx	Actual Cash Value or Cost of Repair, whichever is less, minus XXXXXXXXXX deductible for each covered "auto" for "loss" caused by mischief or vandalism. See ITEM FOUR for Hired Or Borrowed "Autos."	xxxxxxxxx
Physical Damage Collision Coverage (COLL)	xxxxxxxxxxxx	Actual Cash Value or Cost of Repair, whichever is less, minus XXXXXXXXXX deductible for each covered "auto". See ITEM FOUR for Hired Or Borrowed "Autos."	xxxxxxxxx
Physical Damage Limited Collision Coverage (MA only)	xxxxxxxxxxxxx	Actual Cash Value or Cost of Repair, whichever is less, minus XXXXXXXXXX deductible for each covered "auto" as stated in ITEM THREE.	xxxxxxxxx
Physical Damage Towing and Labor	xxxxxxxxxxxx	See ITEM THREE Schedule of Covered "Autos" You Own for the limit for each Disablement.	xxxxxxxxx
SCHEDULE PREMIUM		xxxxxxxxx	
ENDORSEMENT PREMIUM	XXXXXXXXX		
TOTAL ESTIMATED PREMIUM*			XXXXXXXXX
SURCHARGES, TAXES, & ASSESSMI	ENTS SHOWN IN SEPA	ARATE SCHEDULE ATTACHED.	XXXXXXXXX

<sup>\*</sup>This policy may be subject to final audit.

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#### POLICY NUMBER XXXXXXXXXXXXXXXXX

#### ITEM THREE - REFER TO THE SCHEDULE OF COVERED AUTOS YOU OWN

#### ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE							
STATE	ESTIMATED COST OF HIRE	RATE PER EACH \$100 COST OF HIRE		FACTOR (If Liability coverage is primary)	PREMIUM		
XX	XXXXXXXXX	XXXX XXXX XXXX	XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX	xxxxxxxxx xxxxxxxxx xxxxxxxxx xxxxxxxx	XXXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX XXXX		
				TOTAL PREMIUM	xxxxxxxxxx xx		

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members.) Cost of hire does not include charges for services performed by motor carriers of property or passengers.

#### PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM		
Comprehensive	Actual Cash Value or Cost of Repair, whichever is less, minus *dectrictible*for each covered auto, but no deductible applies to loss caused by fire or lightning.	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx		
Specified Causes Of Loss	Actual Cash Value or Cost of Repair, whichever is less, minus, deductible for each covered auto, or loss caused by mischief or vandalism.	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx		
Collision	Actual Cash Value or Cost of Repair, whichever is less, minus deductible for each covered auto.	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx		
TOTAL PREMIUM XXXXXXXXXXXXXXXX						

#### ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM		
Other than Garage Service Operations and	Number of Employees	XXXXX	XXXXXXXXX		
Other Than Social Service Agencies	Number of Partners	XXXXX	XXXXXXXXX		
Garage Service Operations	Number of Employees	XXXXX	XXXXXXXXX		
One shall Committee Associate	Number of Employees	XXXXX	XXXXXXXXX		
Social Service Agencies	Number of Volunteers	XXXXX	XXXXXXXXX		
Employees as Insureds	Number of Employees	xxxxx	XXXXXXXXX		
Volunteers as Insureds	Number of Volunteers	XXXXX	XXXXXXXXX		
TOTAL PREMIUM XXXXXXXXXXXXXXXX					

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#### **GARAGE DECLARATIONS**

#### POLICY NUMBER

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Garage Coverage Form next to the name of the

coverage. Entry of a symbol next to Liability provides coverage for "garage operations."

COVERAGES	COVERED AUTOS	LIMIT	PREMIUM
Liability - "Garage Operations" "Auto" Other Than "Auto" Only Other Than "Auto" Only		\$ each "Accident" \$ each "Accident" \$ Aggregate	
Personal Injury Protection (PIP) (or equivalent No-fault coverage)		Separately Stated in each PIP Endorsement	
Added Personal Injury Protection (PIP) (or equivalent added No-fault coverage)		Separately stated in each ADDED PIP Endorsement	
Property Protection Insurance (PPI) (MI only)		Separately stated in the PPI Endorsement	
Medical Expense And Income Loss Benefits (ME/ILB) (VA only)		Separately stated in the ME/ILB Endorsement	
Medical Payments (MED)		\$	
Uninsured Motorists (UM)		See UM/UIM Schedule	
Underinsured Motorists (UIM) (When not included in Uninsured Motorists Coverage)		See UM/UIM Schedule	

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# ITEM TWO (CONTINUED)

TIEM I WO (CONTINUED)	1		Ī
COVERAGES	COVERED AUTOS	LIMIT	PREMIUM
	GARAGEKEEPERS		
Comprehensive (COMP)		Separately Stated for Each Location In Item Six.	
Specified Causes of Loss (SCL)		Separately Stated for Each Location In Item Six.	
Collision (COLL)		Separately Stated for Each Location In Item Six.	
	PHYSICAL DAMAGE		
Comprehensive (COMP)		Actual Cash Value or Cost of Repair whichever is less Minus \$ Deductible for Each Covered Auto, But No Deductible Applies to Loss Caused By Fire or Lightning. See Item Seven for Dealers Autos.	
Specified Causes of Loss (SCL)		Actual Cash Value or Cost of Repair whichever is less Minus \$ Deductible for Each Covered Auto, But No Deductible Applies to Loss Caused By Fire or Lightning. See Item Seven for Dealers Autos.	
Collision (COLL)		Actual Cash Value or Cost of Repair whichever is less Minus \$ Deductible for Each Covered Auto, But No Deductible Applies to Loss Caused By Fire or Lightning. See Item Seven for Dealers Autos.	
Towing and Labor		See Schedule of Covered "Autos" You Own.	
SCHEDULE PREMIUM	l		
ENDORSEMENT PREMIUM			
ESTIMATED PREMIUM			
SURCHARGES, TAXES, & ASSESS	SMENTS SHOWN IN SEPA	ARATE SCHEDULE ATTACHED.	

This policy may be subject to final audit.

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# ITEM THREE - LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS

Location No.	Class Code	Address State your main business location as Location No. 1
1		
2		
3		

ITEM FOUR - LIABILITY COVERAGE - RATES AND PREMIUMS

				Rates				Premiums	
Location No.	Classes of Operators	Factor	Total Rating Units	Liability	PIP Med Exp and Inc Loss	PPI (MI only)	Liability	PIP Med Exp and Inc Loss	PPI (MI only)
1	Class I - Employees Regular Operators								
	Class I - Employees All Others								
	Class II - Non-Employees Under the Age of 25								
	Class II - Non-Employees Age 25 or Over								
	All Employees (Only for Trailer Dealers)								
2	Class I - Employees Regular Operators								
	Class I - Employees All Others								
	Class II - Non-Employees Under the Age of 25								
	Class II - Non-Employees Age 25 or Over								
	All Employees (Only for Trailer Dealers)								
3	Class I - Employees Regular Operators								
	Class I - Employees All Others								
	Class II - Non-Employees Under the Age of 25								
	Class II - Non-Employees Age 25 or Over								
	All Employees (Only for Trailer Dealers)								
					TOTAL PREM	IIUM			

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#### **Definitions:**

#### Class I - Employees

Regular Operator - Proprietors, partners and officers active in the "garage operations;" salespersons, general managers, service

managers; any "employee" whose principal duty involves the operation of covered "autos" or who is furnished

a covered "auto."

**All Others** - All other "employees".

**Note:** 1. Part-time "employees" working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.

2. Part-time "employees" working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

#### Class II - Non-Employees

Any of the following persons who are regularly furnished with a covered "auto:" Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

#### ITEM FIVE - LIABILITY COVERAGE FOR YOUR CUSTOMERS

Unless indicated by "X" below, limited liability coverage is provided for your customers in accordance with Paragraph a. (2) (d) of Who Is An Insured Under Section II – Liability Coverage

( ) If this box is checked, paragraph a.(2) (d) of Who is An Insured Under Section II - Liability Coverage does not apply.

#### ITEM SIX - GARAGEKEEPERS' COVERAGES - LIMITS AND PREMIUMS

Location No.	Coverages	LIMIT OF INSURANCE FOR EACH LOCATION		
1	Comprehensive	\$ minus \$ deductible for each customer's auto for "loss" caused by theft or mischief or vandalism subject to \$ maximum deductible for all such "loss" in any one event. Or \$ minus \$ deductible for all perils subject to \$ maximum deductible for all such loss in any one event.		
	Specified Causes of Loss	\$ minus \$ deductible for each customer's auto for "loss" caused by theft or mischief or vandalism subject to \$ maximum deductible for all such "loss" in any one event. Or \$ minus \$ deductible for all perils		
		subject to \$ maximum deductible for all such loss in any one event		
	Collision	\$ minus \$ deductible for each customer's "auto"		
2	Comprehensive	\$ minus \$ deductible for each customer's auto for "loss" caused by theft or mischief or vandalism subject to \$ maximum deductible for all such "loss" in any one event. Or \$ minus \$ deductible for all perils subject to \$ maximum deductible for all such loss in any one event.		
	Specified Causes of Loss	\$ minus \$ deductible for each customer's auto for "loss" caused by theft or mischief or vandalism subject to \$ maximum deductible for all such "loss" in any one event. Or \$ minus \$ deductible for all perils subject to \$ maximum deductible for all such loss in any one event.		
	Collision	\$ minus \$ deductible for each customer's "auto"		
3	Comprehensive	\$ minus \$ deductible for each customer's auto for "loss" caused by theft or mischief or vandalism subject to \$ maximum deductible for all such "loss" in any one event. Or \$ minus \$ deductible for all perils subject to \$ maximum deductible for all such loss in any one event.		
	Specified Causes of Loss	\$ minus \$ deductible for each customer's auto for "loss" caused by theft or mischief or vandalism subject to \$ maximum deductible for all such "loss" in any one event. Or \$ minus \$ deductible for all perils		
		subject to \$ maximum deductible for all such loss in any one event		
	Collision	\$ minus \$ deductible for each customer's "auto"		
		TOTAL PREMIUM		

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#### **Direct Coverage Options**

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

#### ( ) Excess Insurance

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

#### ( ) Primary Insurance

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

# ITEM SEVEN - PHYSICAL DAMAGE COVERAGE - TYPES OF COVERED AUTOS AND INTERESTS IN THESE AUTOS - PREMIUMS - REPORTING OR NONREPORTING BASIS

Each of the following PHYSICAL DAMAGE coverages which is indicated in ITEM TWO applies only to the types of "autos" and interests indicated below by "(X)"

Coverages	Types of "Autos"		Interests Covered				
	New "Autos"	Used "Autos," Demonstrators and Service Vehicles	Your interest in covered "Autos" you own	Your interest only in financed covered "Autos"	Your interest and the interest of any creditor named as a loss payee	All interests in any "Auto" not owned by you or any creditor while in your possession on consignment for sale	
Comprehensive							
Specified Causes of Loss							
Collision							

Location No.	Coverages	LIMIT OF INSURANCE FOR EACH LOCATION	Rates	Premium
1	Comprehensive	\$ minus \$ deductible for each covered "auto" for "loss" caused by theft or mischief or vandalism subject to \$ maximum deductible for all such "loss" in any one event. Or \$ minus \$ deductible for all perils subject to \$ maximum deductible for all such loss in any one event.  (Type: ( ) Standard Open Lot ( ) Non-standard Open Lot ( ) Standard Building.)		
	Specified Causes of Loss	\$ minus \$ deductible for each covered "auto" for "loss" caused by theft or mischief or vandalism subject to \$ maximum deductible for all such "loss" in any one event. Or \$ minus \$ deductible for all perils subject to \$ maximum deductible for all such loss in any one event.  (Type: ( ) Standard Open Lot ( ) Non-standard Open Lot ( ) Standard Building.)		
2	Comprehensive	\$ minus \$ deductible for each covered "auto" for "loss" caused by theft or mischief or vandalism subject to \$ maximum deductible for all such "loss" in any one event. Or \$ minus \$ deductible for all perils subject to \$ maximum deductible for all such loss in any one event.  (Type: ( ) Standard Open Lot ( ) Non-standard Open Lot ( ) Standard Building.).		
	Specified Causes of Loss	\$ minus \$ deductible for each covered "auto" for "loss" caused by theft or mischief or vandalism subject to \$ maximum deductible for all such "loss" in any one event. Or \$ minus \$ deductible for all perils subject to \$ maximum deductible for all such loss in any one event.  (Type: ( ) Standard Open Lot ( ) Non-standard Open Lot ( ) Standard Building.)		
3	Comprehensive	\$ minus \$ deductible for each covered "auto" for "loss" caused by theft or mischief or vandalism subject to \$ maximum deductible for all such "loss" in any one event. Or \$ minus \$ deductible for all perils subject to \$ maximum deductible for all such loss in any one event.  (Type: ( ) Standard Open Lot ( ) Non-standard Open Lot ( ) Standard Building.)		
	Specified Causes of Loss	\$ minus \$ deductible for each covered "auto" for "loss" caused by theft or mischief or vandalism subject to \$ maximum deductible for all such "loss" in any one event. Or \$ minus \$ deductible for all perils subject to \$ maximum deductible for all such loss in any one event.  (Type: ( ) Standard Open Lot ( ) Non-standard Open Lot ( ) Standard Building.)		

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All Locations	Collision	\$ minus \$ deductible for each covered	minus deductible for each covered "auto"		PREMIUM
			Rates Per \$100		
		First \$50,000 and under	50,000 and under		
		From \$50,001 to \$100,000	50,001 to \$100,000		
		Over \$100,000	000,000		
			al Collision Premium		

Our limit of liability for "loss" at locations other than those stated in ITEM THREE.

\$ Additional locations where you store covered "autos"

\$ In transit

PREMIUM BASIS - Reporting (Quarterly or Monthly) or Nonreporting (Indicate Basis Agreed Upon by "X").

( ) **REPORTING BASIS** (Quarterly or Monthly as indicated below by "X").

You must report to us on our form the location of your covered "autos" and their total value at each such location. For your main sales location identified as location no. 1, you must include the total value of all covered "autos" you have furnished or made available to yourself, your executives, your employees or family members and other Class II - Non-Employees, and covered "autos" that are temporarily displayed or stored at locations other than those stated in **ITEM THREE** above. For your main sales location you must include the total value of all service vehicles.

#### YOUR REPORTING BASIS IS:

- () **QUARTERLY** You must give us your first report by the fifteenth of the fourth month after the policy begins. Your subsequent reports must be given to us by fifteenth of every third month. Your reports must contain the value for the last business day of every third month coming within the policy period.
- ( ) **MONTHLY** You must given us your reports by the fifteenth of every month. Your reports will contain the total values you had on the last business day of the preceding month.

Premiums will be calculated pro rata of the annual premium for the exposures contained in each report. At the end of each policy year we will add the monthly premiums or the quarterly premiums to determine your final premium due for the entire policy year. The estimated total premiums shown above will be credited against the final premium due.

( ) **NONREPORTING BASIS.** Stated limit of insurance shown above applies.

Loss Payee – Any loss is payable as interest may appear to you and anyone shown on the Schedule of Loss Payees.

# ITEM EIGHT - MEDICAL PAYMENTS COVERAGE - REFER TO ITEM TEN FOR COVERED AUTOS INSURED ON A SPECIFIED CAR BASIS

Coverage Applies As Indicated below by (X)	Premium Determination		
( ) Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium.		
( ) Premises and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Premises and Operations Medical Payments Premium equals % of the Liability Premium		
( ) Premises and Operations and Auto Medical Payments	Premises and Operations and Auto Medical Payments Premium equals % of the Liability Premium		

Location No	Premium
1	
2	
3	
Total Premium	

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ITEM NINE - UNINSURED MOTORISTS COVERAGE AND/OR UNDERINSURED MOTORISTS COVERAGE - PREMIUM - REFER TO ITEM TEN FOR SEPARATELY REGISTERED COVERED AUTOS

Location No.	Number of Plates	Rate p	per Plate	Premium	
		UM	UIM	UM	UIM
1					
2					
3					
	TOTAL PREMIUM				

ITEM TEN - SCHEDULE OF COVERED AUTOS WHICH ARE FURNISHED TO SOMEONE OTHER THAN A CLASS I OR CLASS II OPERATORS OR WHICH ARE INSURED ON A SPECIFIED CAR BASIS. REFER TO "SCHEDULE OF COVERED AUTOS YOU OWN"

 $\label{tem:continuous} \textbf{ITEM ELEVEN - LIABILITY PREMIUM FOR PICK UP AND DELIVERY OF AUTOS - NON-FRANCHISED DEALERS ONLY \\$ 

	Number of Driver Trips	Rate	Premium		
51-200 miles					
Over 200 miles					
Total Premium					

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# Wausau EXPRESS<sup>SM</sup> Garage Enhancement Endorsement

This endorsement modifies insurance provided under the following:

#### GARAGE COVERAGE FORM

#### Section I. Coverage Enhancements for all Covered "Garage Operations"

- A. Supplementary Payments Increased Limits
- B. Duties in the Event of Accident, Claim, Suit, or Loss
- C. Unintentional Failure to Disclose Hazards
- D. Notice of Cancellation or Nonrenewal
- E. Waiver of Subrogation
- F. Automatic Coverage Newly Acquired Garage Business (90 Days)

#### Section II. Coverage Enhancements for Covered "Garage Operations" excluding Covered "Autos"

- A. Personal and Advertising Injury Liability Coverage
- B. Host Liquor Liability Coverage
- C. Limited Tenants Legal Liability Coverage
- D. Incidental Medical Malpractice Liability Coverage
- E. Nonowned Watercraft Coverage
- F. Additional Persons Insured
- G. Limited Worldwide Liability Coverage
- H. Expected or Intended Injury

#### Section III. Coverage Enhancements for Covered "Autos"

- A. Employees as Insureds
- B. Fellow Employee Coverage
- C. Additional Transportation Expense and Cost to Recover Stolen Auto Other Than Auto Dealerships
- D. Audio, Visual and Data Electronic Equipment Coverage
- E. Physical Damage Deductible (Radio Frequency) Vehicle Tracking System
- F. Worldwide Liability Coverage Hired and Nonowned Autos
- G. Hired Auto Physical Damage
- H. Auto Medical Payments Coverage Increased Limits
- I. Drive Other Car Coverage Broadened Coverage for Designated Individuals
- J. Rental Reimbursement

#### I. COVERAGE ENHANCEMENTS - FOR GARAGE OPERATIONS

The coverage enhancements provided in Section I of this endorsement apply to all "garage operations."

#### A. Supplementary Payments - Increased Limits

Subparagraphs A.4.a. (2) and A.4.a.(4) of SECTION II - LIABILITY COVERAGE, are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

#### B. Duties in the Event of Accident, Claim, Suit or Loss

Subparagraphs A2a. and A2 b. in SECTION V - GARAGE CONDITIONS are deleted and replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident," claim, "suit" or "loss." Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident," claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident," claim, "suit" or "loss" from your agent, servant, or "employee."

- **b.** Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit."
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

If you report any "accident," claim, "suit" or "loss" to your workers compensation or general liability insurance carrier and the "accident," claim, "suit" or "loss" later develops into a claim under this policy, failure to report such "accident," claim, "suit" or "loss" to us shall not be considered a violation of the condition. However, as soon as you become aware that the particular "accident," claim, "suit" or "loss" applies to this policy you must promptly notify us.

#### C. Unintentional Failure to Disclose Hazards

Paragraph B.2. in SECTION V - GARAGE CONDITIONS is amended to add:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Garage Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

#### D. Notice of Cancellation or Nonrenewal

- 1. Paragraph A. 2 in the COMMON POLICY CONDITIONS is deleted and replaced by the following:
  - 2. We may cancel or non-renew this policy, by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
    - **a.** for reasons of non-payment, the greater of:
      - (1) 10 days, or
      - (2) the number of days specified in any other Cancellation Condition attached to this policy; or
    - **b.** for reasons other than non-payment, the greater of:
      - (1) 60 days,
      - (2) the number of days shown in the Cancellation and Non-renewal Schedule, or
      - (3) the number of days specified in any other Cancellation Condition attached to this policy, prior to the effective date of the cancellation or non-renewal.
- 2. All other terms of Paragraph A of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

#### E. Waiver of Subrogation

Paragraph A.5.in SECTION V - GARAGE CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of accident, to waive rights of recovery against such person or organization.

#### F. Automatic Coverage - Newly Acquired Garage Business (90 Days)

As used in this endorsement, the definition of "insured" is changed to:

"Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

"Insured" also includes as named "insured" any garage business that is acquired or formed by you and over which you maintain ownership or majority interest.

However, "insured" does not include any garage business:

- 1. That is a joint venture;
- 2. That is an "insured" under any other similar liability or indemnity policy;
- 3. That has exhausted its Limit of Insurance under any other similar liability or indemnity policy; or
- **4.** 90 days or more after its acquisition or formation by you.

#### II. COVERAGE ENHANCEMENTS - FOR GARAGE OPERATIONS EXCLUDING COVERED AUTOS

The coverages provided by Section II of this endorsement are applicable only to "garage operations" other than the ownership, maintenance or use of the covered "autos."

#### A. Personal and Advertising Injury Liability Coverage

#### 1. Coverage

We will pay all sums the "insured" legally must pay as damages because of "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the Coverage Territory during the Policy Period.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Personal and Advertising Injury Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### a. Who Is An Insured

The following are "insureds."

- (1) You, and if you are an individual, your spouse.
- (2) Your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) or their spouses nor your members (if you are a limited liability company) or their spouses is an "insured" for "personal and advertising injury" resulting from the conduct of any other partnership.
- (3) Your "employees," executive officers, directors and stockholders but only while acting within the scope of their duties.

#### b. Coverage Extensions

#### SUPPLEMENTARY PAYMENTS

We will pay for the "insured":

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within the Personal and Advertising Injury Limit of Insurance.
- (3) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (4) All costs taxed against the "insured" in any "suit" against an "insured" we defend.
- (5) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal and Advertising Injury Limit of Insurance.

These payments will not reduce the Personal and Advertising Injury Limit of Insurance.

#### 2. Exclusions

- **a.** This insurance does not apply to:
  - (1) "Personal and advertising injury":
    - (a) For which the "insured" has assumed liability under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
    - **(b)** Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury."
    - (c) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
    - (d) Arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
    - (e) Arising out of a criminal act committed by or at the direction of any "insured."
    - (f) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement,"
    - (g) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement."
    - (h) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement."

- (i) Arising out of an electronic chatroom or bulletin board the "insured" hosts, owns, or over which the "insured' exercises control.
- (j) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- (k) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan

- (I) Arising directly or indirectly out of:
  - (i) War, including undeclared or civil war;
  - (ii) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (iii) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### (m) To:

- (i) A person arising out of any:
  - (aa) Refusal to employ that person;
  - **(bb)** Termination of that person's employment; or
  - (cc) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (ii) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person to whom any of the employment-related practices described in Paragraphs (aa), (bb) or (cc) above as directed.

This exclusion applies:

- (i) Whether the "insured" may be liable as an employer or in any other capacity; and
- (ii) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (n) Arising directly or indirectly out of any action or omission that violates or is alleged to violate:
  - (i) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  - (ii) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

- (iii) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of materials or information.
- (o) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants", or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for monitoring cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of "pollutants."
- **b.** The following is added to Paragraph B. Exclusions of Section II Liability Coverage.

Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

#### 3. Personal and Advertising Injury Limit of Insurance

The following is added to the AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" OTHER THAN COVERED "AUTOS" Provision in SECTION II - LIABILITY COVERAGE:

Subject to the Aggregate Limit of Insurance – "Garage Operations" - Other Than Covered "Autos" and regardless of the number of "insureds," claims made or "suits" brought or persons or organizations making claim or bringing "suits," the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the "Personal and Advertising Injury" Limit of Insurance shown in the Schedule of this endorsement.

The Each "Accident" Limit of Insurance – "Garage Operations" - Other Than Covered "Auto" for Liability Coverage does not apply to damages we pay because of "personal and advertising injury."

#### 4. Additional Definitions

As used in this endorsement:

- **a.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - (1) False arrest, detention or imprisonment;
  - (2) Malicious prosecution;
  - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - (4) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- (5) Oral or written publication, in any manner of material that violates a person's right of privacy; or
- (6) The use of another's advertising idea in your "advertisement"; or
- (7) Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- (8) Discrimination against a natural person on the basis of race, color, ethnic origin, gender or religion, but only if such discrimination is not:
  - (a) At the direction of or with the knowledge or consent of:
    - (i) You;
    - (ii) Your spouse, if you are an individual;
    - (iii) Your members or your partners and their spouses, if you are a partnership or joint venture; or
    - (iv) Your executive officers and directors and your stockholders, if you are a corporation; or
  - **(b)** Directly or indirectly related to the employment, prospective employment, or termination of any person; or
  - (c) Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
  - **b.** "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
    - (1) Notices that are published include material placed on the Internet or on similar electronic means of communication, and
    - (2) Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

#### **B.** Host Liquor Liability Coverage

Paragraph A.1. Garage Operations - Other Than Covered Autos in SECTION II - LIABILITY COVERAGE is changed by adding the following:

We will also pay all sums the "insured" legally must pay as damages because of "bodily injury" or "property damage" arising out of the giving or serving of alcoholic beverages at functions incidental to your garage business provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

#### C. Limited Tenants Legal Liability Coverage

**1.** Paragraph A.1.Garage Operations - Other Than Covered Autos in SECTION II - LIABILITY COVERAGE is changed by adding the following:

The insurance applies to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner, as a result of any one "accident" caused by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof.

- **2.** Exclusions B.3. through B17.in SECTION II LIABILITY COVERAGE do not apply to the insurance provided by Limited Tenants Legal Liability.
- 3. Subject to the Aggregate Limit of Insurance-"Garage Operations"- Other Than "Auto" in SECTION II LIABILITY COVERAGE, the most we will pay for all "property damage" covered by this paragraph is the greater of \$300,000 or the amount shown in the Schedule of this endorsement.
- **4.** For the purpose of Limited Tenants Liability Liability, Paragraph.5. of B. General Conditions in SECTION V GARAGE CONDITIONS is deleted and replaced with the following:

This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the "insured."

#### D. Incidental Medical Malpractice Liability Coverage

1. The following exclusion is added to B. Exclusions in SECTION II - LIABILITY COVERAGE:

This insurance does not apply to any "insured" in the business or occupation of providing any of the following services:

- **a.** Providing any medical or professional health care services;
- b.. Furnishing food or drink connected with any medical or other professional health care; or
- **c.** Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.
- **2.** For the purpose of Incidental Medical Malpractice Liability Coverage, the definition of "bodily injury" in paragraph C. of SECTION VI DEFINITIONS is deleted and replaced by the following.

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

"Bodily injury" also includes injury resulting from:

- **a.** Providing or failing to provide any medical or related professional health care services;
- **b.** Furnishing or failing to furnish food or drink connected with any medical or other professional health care services; or
- **c.** Furnishing or dispensing or failure to furnish or dispense drugs or medical, dental or surgical supplies or appliances.

#### E. Nonowned Watercraft Coverage

1. Exclusion B.11. in SECTION II - LIABILITY COVERAGE is deleted and replaced by the following:

This insurance does not apply to:

- a. Any aircraft; or
- **b.** Any watercraft except a watercraft under 50 feet that is not owned by you nor being used to carry persons or property for a charge.

But this exclusion does not apply to watercraft while ashore on premises where you conduct "garage operations."

2. If there is other applicable insurance covering damages payable under NON-OWNED WATERCRAFT COVERAGE, we will not make any payments under this coverage.

#### F. Additional Persons Insured

**1.** Paragraph A.3. Who Is An Insured of SECTION II - LIABILITY COVERAGE is changed to add the following:

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your garage business.

**2.** Paragraph A.3. Who Is An Insured of SECTION II - LIABILITY COVERAGE is changed to add the following:

When you have agreed in a written contract or agreement to provide them coverage as additional insured under your policy:

- a. Any person or organization with respect to their liability as the grantor of a franchise to you;
- **b.** Any person or organization with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you for your "garage operations" by such person or organization, but this insurance does not apply to:
  - (1) Any "accident" which takes place after the equipment lease expires;
  - (2) "Bodily injury," "property damage" or "covered pollution cost or expense" which arises out of the sole negligence of the lessor; or
  - (3) "Bodily injury," "property damage" or "covered pollution cost or expense" which arises out of "work you performed" in connection with such leased equipment;
- **c.** Any owner, manager or lessor of premises or land leased to you for your "garage operations," but this insurance does not apply to:
  - (1) Any "accident" which takes place after you cease to be a tenant in that premises or you cease to lease that land: or
  - (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the owner, manager or lessor of such premises or land.

#### G. Limited Worldwide Liability Coverage

1. Condition B.7 in SECTION V - GARAGE CONDITIONS is changed by adding the following:

We also cover "bodily injury," "property damage," or a "personal and advertising injury" offense that occurs during the policy period shown in the Declarations within the coverage territory.

For the purposes of Limited Worldwide Coverage, the coverage territory is extended to anywhere in the world, if:

- a. The "bodily injury", "property damage" or "personal and advertising injury" is caused by an "insured" who permanently lives within the coverage territory while the "insured" is temporarily outside of one of those places; or
- **b.** The "personal and advertising injury" offense takes place through the Internet or similar electronic means of communication.

The original "suit" for damages resulting from such "bodily injury," "property damage," or "personal and advertising injury" must be brought within the coverage territory.

2. We will not provide Limited Worldwide Liability Coverage for any "work you performed."

#### H. Expected or Intended Injury

Exclusion B.1. in SECTION II - LIABILITY COVERAGE is changed by adding the following:

For "garage operations" other than covered "autos," this exclusion also does not apply to "property damage" resulting from the use of reasonable force to protect persons or property.

#### III. COVERAGE ENHANCEMENTS - APPLICABLE TO COVERED AUTOS

The coverage enhancements provided by Section III of this endorsement apply to covered "autos."

#### A. Employees as Insureds

Paragraph (1). of A.3.a. in SECTION II - LIABILITY COVERAGE is amended as follows to add:

Your "employee" is an insured while using with your permission any covered "auto" in your business or personal affairs.

#### **B.** Fellow Employee Coverage

Exclusion 5. of SECTION II - LIABILITY COVERAGE is deleted and replaced with the following:

#### **5.** FELLOW EMPLOYEE

"Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee's" employment. This exclusion does not apply to your "garage operations" - covered "auto": for any "insured" named in the Fellow Employee Schedule of Employees. However, no "employee" is an "insured" for "bodily injury" to a co-employee if such co-employee's exclusive remedy is provided under a worker's compensation law or any similar law.

2. For the purpose of Fellow Employee Coverage only, Paragraph B.5. in SECTION V - GARAGE CONDITIONS is deleted and replaced with the following:

This Fellow Employee insurance is excess over any other collectible insurance.

#### C. Additional Transportation Expense and Cost to Recover Stolen Auto – Other Than Auto Dealerships

- 1. Paragraph A.4.a. of SECTION IV PHYSICAL DAMAGE COVERAGE is amended as follows: The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.
- 2. Paragraph A.4.b. of SECTION IV PHYSICAL DAMAGE COVERAGE is amended to add the following: If your business is shown in the Declarations as something other than an "auto" dealership we will also pay up to \$1000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

#### D. Audio, Visual and Data Electronic Equipment Coverage

Exclusions B.2.e. and B.2.f. of SECTION IV - PHYSICAL DAMAGE COVERAGE, are deleted and replaced with the following:

- **e.** Any electronic equipment that receives or transmits audio, visual or data signals, unless such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from a housing that is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- **f.** Any accessories used with any electronic equipment not excluded from coverage per sub-paragraph e. above.

#### E. Physical Damage Deductible – (Radio Frequency) Vehicle Tracking System

Paragraph D. in SECTION IV - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the "auto" is equipped with a radio frequency tracking device and that device was the method of recovery of the "auto."

#### F. Worldwide Liability Coverage - Hired and Nonowned Autos

Condition B.7. in SECTION V - GARAGE CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit."

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America, at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

#### G. Hired Auto Physical Damage

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- 1. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business;
- 2. The most we will pay for coverage afforded by this endorsement is the lesser of:
  - **a.** The actual cost to repair or replace such covered "auto" with other property of like kind and quality,
  - **b.** The actual cash value of such covered "auto" at the time of the "loss".
- **3.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss."
- **4.** If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- **5.** For each covered "auto," our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger autos that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverage for Hired or Borrowed Autos, this Section III - paragraph G. does not apply.

#### H. Auto Medical Payments Coverage - Increased Limits

The Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident." This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos," "insureds," premiums paid, claims made, or vehicles involved in the "accident."

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph of this endorsement does not apply.

#### I. Drive Other Car Coverage - Broadened Coverage - Broadened Coverage For Designated Individuals

- 1. This endorsement amends only those coverages indicated with an "x" in the Driver Other Car section of the Schedule of this endorsement.
- 2. SECTION II LIABILITY COVERAGE is amended as follows:

- **a.** Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car Schedule or by his or her spouse while a resident of the same household except:
  - (1) Any "auto" owned by that individual or by any member of his or her household, or
  - (2) Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos."
- **b.** The following is added to Who Is An Insured:

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in paragraph I.2.a. of Section III of this endorsement.

3. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Schedule and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except any "auto" owned by that individual or by any "family member."

**4.** SECTION IV - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household, or
- **b.** Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos."
- **5.** For purposes of this endorsement, SECTION VI DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

#### J. Rental Reimbursement Coverage

- 1. This endorsement applies only to those coverages indicated with a "Maximum Payments Each Covered Auto" limit in the Rental Reimbursement section of the Schedule. It applies only to an owned "auto."
- 2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to an owned covered "auto." Such payment applies in addition to the otherwise applicableamount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
- **3.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss"and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - **a.** The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
  - **b.** The number of days shown in Section III J. Rental Reimbursement of the Schedule of this endorsement.
- **4.** Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred, or
  - **b.** The maximum payment stated in Section III J. Rental Reimbursement of the Schedule of this endorsement.
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

#### Schedule

Premium

#### Section I - D. Notice of Cancellation or Nonrenewal

Cancellation and Nonrenewal Schedule

Name and Address

**Number of Days** 

#### Section II - A. Personal and Advertising Injury

Limit of Insurance:

#### Section II - C. Limited Tenants Legal Liability

Limit of Insurance:

#### Section III - B. Fellow Employee

Schedule of Employees

#### Section III - I. Drive Other Car

Name of Individual <u>LIAB MP UM UIM COMP COLL</u>

Section III - J. Rental Reimbursement

Limit
Max. Payment Each Covered Auto

<u>Coverage</u> <u>Any One Day</u> <u>No. of Days</u> <u>Any One Period</u>

Comprehensive

Collision

Policy No: Issued By:

Effective Date: Expiration Date: Sales Office: End Serial No:

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **Our Right to Recover - Waiver Endorsement**

This endorsement modifies insurance provided under the following coverage forms if the particular coverage form has been made a part of the policy:

> BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.			
Schedule			
PREMIUM:			
The following is added to the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition:			
For any payment we make under LIABILITY COVERAGE resulting from the use of a covered auto you do not own, lease, hire, rent or borrow, we waive any right of recovery we may have against your officers, directors or "employees" but only to the extent that such persons do not have available to them collectible insurance covering their liability.			
Policy No:  Effective Date: Expiration Date: Sales Office: End Serial No:			

**WA8405** 03-08

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **Trailer Interchange Coverage Endorsement**

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

	Schedule					
	Limit of Insuran					
	The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible:		Rating	Basis		
Coverages	Actual Cash Value or	Cost of Repair (Stated Limit)	NBR Units	NBR Days	Rate Per Unit/Per Day	Minimum Premium Premium
Comprehensive	Minus	Deductible for each "trailer"				
Specified Causes of Loss	Minus	Deductible for each "trailer"				
Collision	Minus	Deductible for each "trailer"				

Class Code: 9990

This endorsement provides only those coverages where a charge is shown in the premium column of the above SCHEDULE.

#### A. COVERAGE

1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailer" while in your possession:

#### a. Comprehensive Coverage.

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

# b. Specified Causes of Loss Coverage.

Caused by:

- (1) Fire, lightning or explosion;
- **(2)** Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer."

# c. Collision Coverage.

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.
- 2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

#### 3. COVERAGE EXTENSIONS

The following apply as Supplementary Payments. We will pay for you:

- **a.** All expenses we incur.
- **b.** The cost of bonds to release attachments, but only for bond amounts within our Limit of insurance.
- **c.** All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" we defend.
- **e.** All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

## **B. EXCLUSIONS**

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."
  - a. Nuclear Hazard.
    - (1) The explosion of any weapon employing atomic fission or fusion; or
    - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
  - b. War or Military Action.
    - (1) War, including undeclared or civil war;
    - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for loss of use.
- 3. Other Exclusions.

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- **a.** Wear and tear, freezing, mechanical or electrical breakdown.
- **b.** Blowouts, punctures or other road damage to tires.

# C. LIMIT OF INSURANCE AND DEDUCTIBLE

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the SCHEDULE:

- 1. The actual cash value of the damaged or stolen property at the time of the "loss."
- 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- **3.** The Limit of Insurance shown in the SCHEDULE.

#### D. CHANGES IN CONDITIONS

The OTHER INSURANCE Condition is amended to include the following:

Any Trailer Interchange Coverage provided by this endorsement is primary for any covered "auto."

# E. ADDITIONAL DEFINITION

As used in this endorsement	Δç	nsed	in	this	end	orsement
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"Trailer" also includes a container which, when joined with a truck or "trailer" chassis, forms the load carrying body of that "auto."

Policy No: Effective Date: Expiration Date: Sales Office: End Serial No:

WA8427 03-08 Issued By:

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# Wausau EXPRESS<sup>™</sup> Auto Enhancement Endorsement

This endorsement modifies insurance provided under the following:

## **BUSINESS AUTO COVERAGE FORM**

- I. Employees as Insureds
- II. Additional Insured Lessor and Loss PayeeIII. Supplementary Payments Increased Limits
- IV. Fellow Employee CoverageV. Personal Property of Others
- VI. Additional Transportation Expense and Cost to Recover Stolen Auto
- VII. Airbag Coverage
- VIII. Tapes, Records and Discs Coverage
- IX. Audio, Visual and Data Electronic Equipment Coverage
- X. Physical Damage Deductible Single Deductible
- **XI.** Physical Damage Deductible Glass
- XII. Physical Damage Deductible (Radio Frequency) Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- **XX.** Notice of Cancellation or Nonrenewal
- XXI. Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

#### I. EMPLOYEES AS INSUREDS

Paragraph A. 1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an insured while using with your permission a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

# II. ADDITIONAL INSURED - LESSOR AND LOSS PAYEE

- **A.** Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.
- **B.** For any "leased auto" that is a covered "auto" under SECTION II LIABILITY COVERAGE, the Who is an Insured provision is changed to include as an insured the lessor of the "leased auto." However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - 1. You.
  - 2. Any of your "employees" or agents; or
  - **3.** Any person, except the lessor operating a leased "auto" with the permission of any of the above.

# C. Loss Payee Clause

- 1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto."
- 2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
- **3.** If we make any payment to the lessor of a "leased auto," we will obtain his or her rights against any other party.

## D. Cancellation

- 1. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition. If we cancel the policy, we will mail notice to lessors of "leased autos" which are on file with the company. Such notice will be the greater of 30 days or the same notice period we afford you.
- **2.** If you cancel the policy, we will promptly mail a notice to lessors of "leased autos" on file with the company confirming:
  - **a.** That you have initiated cancellation of the policy, and
  - **b.** The effective date of the cancellation.
- **3.** Cancellation ends this agreement.
- **E.** The lessor is not liable for payment of your premiums.
- **F.** For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto."

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

# III. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraph A.2.a.(2) and A.2.a.(4) of SECTION II — LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

# IV. FELLOW EMPLOYEE COVERAGE

A. Exclusion B. 5. of SECTION II -LIABILITY COVERAGE is deleted and replaced with the following:

## 5. FELLOW EMPLOYEE

"Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee" employeent, except for any insured named in the Fellow Employee Schedule of Employees. However, no "employee" is an "insured" for "bodily injury" to a co-employee if such co-employee's exclusive remedy is provided under a workers compensation law or any similar law.

**B.** For the purpose of Fellow Employee Coverage only, paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

# V. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

The CARE, CUSTODY OR CONTROL exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your employees or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per accident. Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

#### VI. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- **A.** Paragraph A.4a. of SECTION III PHYSICAL DAMAGE COVERAGE is amended as follows: The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.
- **B.** Paragraph A.4a. of SECTION III PHYSICAL DAMAGE COVERAGE is amended to add the following: If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

#### VII. AIRBAG COVERAGE

Exclusion B.3.a.in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

# VIII. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

- **a.** Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:
  - 1) Are your property or that of a family member, and
  - 2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

## IX. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

Exclusions B.4.c. and B.4.d. of SECTION III - PHYSICAL DAMAGE COVERAGE are deleted and replaced with the following:

- **c.** Any electronic equipment that receives or transmits audio, visual or data signals, unless such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from a housing that is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- **d.** Any accessories used with any electronic equipment excluded from coverage per subparagraph c. above.

# X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

#### **D.** DEDUCTIBLE

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos."

#### XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

# XII. PHYSICAL DAMAGE DEDUCTIBLE - (RADIO FREQENCY) VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a radio frequency tracking device and that device was the method of recovery of the vehicle.

# XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2a. and A.2 b. of SECTION IV-BUSINESS AUTO CONDITIONS are changed to:

- **a.** In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident," claim, "suit" or "loss.' Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident," claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident," claim, "suit" or "loss" from your agent, servant, or "employee."

- **b.** Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

#### XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

#### XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

**a.** If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit."

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

#### XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- **A.** We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business;
- **B.** 1. The most we will pay for coverage afforded by this endorsement is the lesser of:
  - The actual cost to repair or replace such covered "auto" with other property of like kind and quality, or
  - **b.** The actual cash value of such covered "auto" at the time of the "loss".
  - 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss."
  - **3.** If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- **C.** For each covered "auto," our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger autos that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

# XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss," the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident." This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos," "insureds," premiums paid, claims made, or vehicles involved in the "accident,"

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

# XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

- **A.** This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule.
- **B.** SECTION II LIABILITY COVERAGE is amended as follows:
  - 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car Schedule or by his or her spouse while a resident of the same household except:
    - a. Any "auto" owned by that individual or by any member of his or her household, or

- **b.** Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos."
- **2.** The following is added to Who Is An Insured:

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in paragraph B.1. of this endorsement.

**C.** Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Schedule and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member."

**D.** SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

- 1. Any "auto" owned by that individual or by any member of his or her household, or
- **2.** Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos."
- **E.** For purposes of this endorsement, SECTION V DEFINITIONS is amended to add the following: "Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

## XIX. RENTAL REIMBURSEMENT COVERAGE

- A. This endorsement applies only to those coverages indicated with a "Maximum Payments Each Covered Auto" limit in the Rental Reimbursement section of the Schedule. It applies only to an "auto" you own.
- **B.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to an owned covered "auto." Such payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
- **C.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following:
  - 1. The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
  - **2.** The number of days shown in Item II of the Schedule or in the Declarations.
- **D.** Our payment is limited to the lesser of the following amounts:
  - 1. Necessary and actual expenses incurred, and
  - 2. The maximum payment started in Item II of the Schedule or in the Declarations.

- **E.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- **F.** If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under paragraph 4 Coverage Extension of Section III Physical Damage Coverage of the Business Auto Coverage Form or Section VI of this endorsement.

#### XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A. 2 of the COMMON POLICY CONDITIONS is changed to:
  - 2. We may cancel or non-renew this policy, by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
    - **a.** for reasons of non-payment, the greater of:
      - (1) 10 days, or
      - (2) the number of days specified in any other Cancellation Condition attached to this policy; or
    - **b.** for reasons other than non-payment, the greater of:
      - (1) 60 days,
      - (2) the number of days shown in the Cancellation and Non-renewal Schedule, or
      - (3) the number of days specified in any other Cancellation Condition attached to this policy,

prior to the effective date of the cancellation or non-renewal.

**B.** All other terms of Paragraph A, of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

## XXI. LEASE PAYOFF COVERAGE

**A.** The following is added to Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a "total loss" to a covered "auto" of the "private passenger type" that is a "long-term leased auto," we will also pay the difference between the actual cash value of the "auto" at the time of "loss" and the "outstanding balance" of the lease, up to a maximum difference of \$1,500 for each "long-term leased auto."

**B.** For the purposes of this endorsement, the following definitions are added to SECTION V - DEFINITIONS:

"Outstanding balance" means the amount you owe on the lease at the time of "total loss" less any:

- 1. Overdue lease payments, and penalties, interest or charges resulting from overdue payments:
- 2. Costs for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the lease;
- 3. Lease termination fees;
- **4.** Security deposits not refunded by a lessor;
- 5. Carryover balance from previous lease;

- 6. Additional mileage charges or excess wear and tear charges; and
- 7. License fees or any taxes.

"Long-term leased auto" means an "auto" leased to you under a leasing agreement for a period of not less than six months.

"Private Passenger type" means a private passenger, station wagon or sports utility type auto, but does not include an auto of the pickup or van type.

"Total loss" means a "loss" where the estimated cost of repairs plus the salvage value of the "auto" exceeds its actual cash value or the unrecovered theft of the "auto."

- **C.** For the purpose of this endorsement, the following conditions apply:
  - 1. This coverage shall apply only to the original lease written on any covered "autos."
  - **2.** This coverage shall apply only to "long-term leased autos" which are not subject to any other lease payoff coverage on this policy or any other policy issued by us.

## XXII. LIMITED MEXICO COVERAGE

#### WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT
THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM
A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

# A. Coverage

1. Paragraph B. 7 of SECTION IV. BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- **b.** While on a trip into Mexico for 10 days or less; and
- c. The covered "auto" is a private passenger or station wagon type or an "auto" of the pickup or van type.
- 2. For coverage provided by this Section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV B-BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

**B.** Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value, of such "loss" at the nearest United States point where the repairs can be made.

## C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

- 1. If the covered "auto" is not principally garaged and principally used in the United States.
- **2.** To any "insured" who is not a resident of the United States.

## XXIII - WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of accident, to waive rights of recovery against such person or organization.

	Sc	hedule				
Premium						
Liability						
Physical Damage						
Total Premium						
IV. Fellow Employee						
Schedule of Employees:						
XVIII. Drive Other Car						
Name of Individual	LIAB	MP	UM	UIM	C0MP	COLL

# XIX. Rental Reimbursement

Coverage	Any One Day	Max. Payment No. of Days	Limit Each Covered Auto Any One Period
Comprehensive			
Collision			
XX. Notice of Cancellation or Nonrenewal Name and Address			Number of Days
Policy No:	Issued	Rv.	
Effective Date: Expiration Date: Sales Office: End Serial No:	Issued	ъу.	

WA8510 03-08

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# Federal Employees Using Autos In Government Business

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM TRUCKERS COVERAGE FORM

The following are not "insureds" under **SECTION II – LIABILITY COVERAGE**:

- A. The United States of America or any of its agencies.
- **B.** Any U.S. Government employee, including any insured, for "bodily injury" or "property damage" resulting from the operation of an "auto", if:
  - 1. The "bodily injury" or "property damage" results while the employee is acting as an employee; and
  - **2.** The Federal Tort Claims Act requires the U.S. Attorney General to defend the employee in any civil action or proceeding that may be brought for the "bodily injury" or "property damage".

Policy No:	Issued By:
Effective Date:	
Expiration Date:	
Sales Office:	
End Serial No:	

SERFF Tracking Number: WAUS-125482075 State: Arkansas
First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: EFT \$50

Company Tracking Number: AUF-CW-003-08

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Project Name/Number: Amdmt of Co Forms due to ISO 2006 Multistate chg rev./AUF-CW-003-08

# **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: WAUS-125482075 State: Arkansas
First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: EFT \$50

Company Tracking Number: AUF-CW-003-08

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Project Name/Number: Amdmt of Co Forms due to ISO 2006 Multistate chg rev./AUF-CW-003-08

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Uniform Transmittal Document- Approved 02/25/2008

Property & Casualty

**Comments:** 

Attachments:

CW Trans Doc.pdf

CW Form Filing Schedule.pdf

**Review Status:** 

Satisfied -Name: cov ltr, inventory Approved 02/25/2008

Comments:
Attachments:
CW cov ltr.pdf
CW Inventory.pdf

# **Property & Casualty Transmittal Document**

1.	Reserved for Insura	nce Dept. Use Only	2. Ins	urance De	partment U	lse only		
			a. Date the filing is received:					
			b. Analyst:					
			c. Disposition:					
			d. Date of disposition of the filing:					
				e. Effective date of filing:				
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				Renewal Business				
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			g. SE	RFF Filing #	#:			
			h. Su	bject Codes	1			
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6. N	ame and address Schroeder		Telephon #s 877-792-872	e FAX	#	<b>e-mail</b> roeder@waus	au.com	
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6. N	Schroeder D BOX 8017	Title	Telephon #s 877-792-872	e FAX	#		au.com	
6. N  Jill PC W	Schroeder D BOX 8017 AUSAU WI 54402-8017	Title State Filings Analyst	Telephon #s 877-792-872	e FAX	# jill.schi	roeder@waus	au.com	
6. N  Jill PC W	Schroeder D BOX 8017	Title State Filings Analyst	Telephor #s 877-792-872 Ext 8922	e FAX	#	roeder@waus	au.com	
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Effective March 1, 2007
19. Status of filing in domicile □ Not Filed □ Pending □ Authorized □ Disapproved
Property & Casualty Transmittal Document—
20. This filing transmittal is part of Company Tracking # AUF-CW-003-08
21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
PROJECT # AUF-CW-003-08 EMPLOYERS INSURANCE COMPANY OF WAUSAU -11121458 WAUSAU UNDERWRITERS INSURANCE COMPANY – 11126042 WAUSAU BUSINESS INSURANCE COMPANY – 11126069
COMMERCIAL AUTOMOBILE
AMENDMENT OF COMPANY ENDORSEMENTS
REQUESTED EFFECTIVE DATE: March 1, 2008
The captioned companies submit this filing for new, revised, and discontinued company endorsements. These forms were revised in conjunction with the ISO 2006 Multistate Change revision CA-2005-OFR01.
Forms may include XXXX designation to indicate where the system will insert fill-ins. Other forms that are not programmed will have only a blank space for fill-ins.
All applicable ISO state amendatory endorsements apply.
See applicable endorsements and inventory.
Pricing remains unchanged.
Please approve / acknowledge this filing.
Jill Schroeder State Filings Analyst 1-877-792-8728, Ext. 8922 Fax: 1-715-842-6828 Jill.schroeder@wausau.com
22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: Amount:
Refer to each state's checklist for additional state specific requirements or instructions on

calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

# FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
(Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is p	part of Company Ti	racking # AUF-C	W-003-08	
2.	This filing corresponds to (Company tracking number o				
0	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	DECLARATIONS	CA DS 03 03 08	<ul><li>New</li><li>Replacement</li><li>Withdrawn</li></ul>		
02	GARAGE DECLARATIONS	CA DS 09 03 08	<ul><li>New</li><li>Replacement</li><li>Withdrawn</li></ul>		
03	WAUSAU EXPRESS GARAGE ENHANCEMENT ENDORSEMENT	WA2533 03-08	☐ New ☐ Replacement ☐ Withdrawn		
04	OUR RIGHT TO RECOVER- WAIVER ENDORSEMENT	WA8405 03-08	☐ New ☐ Replacement ☐ Withdrawn		
05	TRAILER INTERCHANGE COVERAGE ENDORSEMENT	WA8427 03-08	☐ New ☑ Replacement ☐ Withdrawn		
06	WAUSAU EXPRESS AUTO ENHANCEMENT ENDORSEMENT	WA8510 03-08	☐ New ☑ Replacement ☐ Withdrawn		
07	FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS	WA8515 03-08	New     Replacement     Withdrawn		
80			☐ New ☐ Replacement ☐ Withdrawn		
09			☐ New ☐ Replacement ☐ Withdrawn		
10			☐ New ☐ Replacement ☐ Withdrawn		



PROJECT # AUF-CW-003-08 EMPLOYERS INSURANCE COMPANY OF WAUSAU -11121458 WAUSAU UNDERWRITERS INSURANCE COMPANY – 11126042 WAUSAU BUSINESS INSURANCE COMPANY – 11126069

COMMERCIAL AUTOMOBILE

AMENDMENT OF COMPANY ENDORSEMENTS

REQUESTED EFFECTIVE DATE: March 1, 2008

The captioned companies submit this filing for new, revised, and discontinued company endorsements. These forms were revised in conjunction with the ISO 2006 Multistate Change revision CA-2005-OFR01.

Forms may include XXXX designation to indicate where the system will insert fill-ins. Other forms that are not programmed will have only a blank space for fill-ins.

All applicable ISO state amendatory endorsements apply.

Schnesson

See applicable endorsements and inventory.

Pricing remains unchanged.

Please approve / acknowledge this filing.

Jill Schroeder

Sign

State Filings Analyst 1-877-792-8728, Ext. 8922

Fax: 1-715-842-6828

<u>Iill.schroeder@wausau.com</u>

# Commercial Auto Inventory March 1, 2008

Revised/ Discontinue New Form # & Form # & Edit Edition Date  Date		Title/Purpose/Pricing	Optional or Mandatory Restricts or Broadens Coverage Premium Charge – Yes or No		
CA DS 03 03 08	CA DS 03 09 06	Business Auto Declarations Revised to incorporate changes included in ISO filing	M	В	Y
CA DS 09 03 08	CA DS 09 09 06	Garage Declarations Revised to incorporate changes included in ISO filing	М	В	Y
	CA DS 07 03 05 Discontinued	Garage Coverage Form – Auto Dealers' Supplementary Schedule Information included in the Garage Declarations			
	CA DS 08 10 01 Discontinued	Auto Non-Dealers Supplementary Schedule Non-Dealers no longer part of Garage Program			
	WA2001 05-01 Discontinued	Additional Insured – Lessor Endorsement Replaced by ISO Endorsement CA 20 01 03 06			
	WA2524 10-03 Discontinued	Silica Exclusion Replaced by ISO CA 25 39 03 06			
WA2533 03-08	WA2533 01-05	Wausau EXPRESS Garage Enhancement Endorsement Revised to incorporate changes included in ISO filing	0	В	Y
WA8405 03-08	WA8405 05-01	Our Right to Recover – Waiver Endorsement - Deleted definitions of Employee and Leased Worker as they are now incorporated in the Coverage Form			
WA8427 03-08	WA8427 05-01	Trailer Interchange Coverage Endorsement	0	В	Υ
WA8510 03-08	WA8510 01-05	Wausau EXPRESS Auto Enhancement Endorsement – Revised to incorporate changes included in ISO filing.	0	В	Y
WA8515 03-08	New	Federal Employees Using Autos in Government Business This new endorsement will be used to exclude US Government and Federal employees from insured status when the Federal Tort Claims Act requires the US Attorney General defend the federal employee in any civil action or proceeding for bodily injury or property damage.	0	R	N
	WA9947 05-01 Discontinued	Employee as Lessor Endorsement Replaced by ISO Endorsement CA 99 47 07 97			

3-1-2008